GOOCHLAND CO. CHANCERY PAPERS 1869

Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Va.

Humbly complaining, your complainant, S. S. McDowell, respectfully represent and show unto your honor that some time ago she filed her bill in your Honerable Court against her Son, T. C. McDowell, to compel him to support and maintain her, as set out in the deed, executed by herself and her husband, John McDowell in his life-time, to T. C. McDowell, the consideration in said deed being that T. C. McDowell was to support the said John McDowell and your complainant, during their natural lifetime. The bill of your complainant, exhibits file therewith the answer of T. C. McDowell and the decree entered in said cause, are here filed, marked exhibits A. and B. and pray to be treated as part of this bill. Your Honor will see from the decree rendered in said cause, that the Defendant, T. C. McDowell was to pay your complainants attorneys the sum of One Hundred and Fifty Dollars, ($150.00) and to pay your complainant the sum of ~~One Hundred and~~ Seventy Five Dollars, ($175.00) each year during her natural lifetime, beginning with the first day of January, 1906 and to be paid in quarterly installments. The said decrees or recoveries were to constitute a lien on the said land ~~aforesaid~~ made by John McDowell and your complainant to T. C. McDowell on the 17" day of Jan., 1895.

Now, your complainant alleges and charges that the said T. C. McDowelll refuses and fails to pay your complainant her said recoveries as aforesaid, at the same term of the Court, in which said decree was rendered. Your complainant obtained against the Defendant, T. C. McDowell, a judgment on a note, which he owed he , amounting to _____ Dollars, a copy of said judgment and docketing in the lien docket, in the Clerk's office id here filed as exhibits, marked C. And D. and prayed to be made a part of this bill.

Your complainant alleges that she has given the Defendant, T. C. McDowell, all reasonable opportunity to pay to her, her said recoveries, against him for her support and maintainance, that she is old and feeble and needs what is due her to meet the necessaries of life, in the way of clothing and board.

She alleges that the support and maintainance referred to, in said deed, dated Jan. 17, 1895 and filed herewith is the only con-

sideration, for which said deed was made, and she alleges that said T. C. McDowell, in his failure and refusal to support and maintain your complainant, has forfeited his right to said land, that the consideration in said deed has failed, and that she has a right to have said deed set aside and declare null and void, as to her and the said John McDowell, and that she has a right to have her dower, assigned in said lands, her old home, the Mansion House, and to this end she prays your Honor to grant her relief, but if mistaken in her prayer, to have said deed set aside on the grounds of failure of consideration, she asks that the lands of the said T. C. McDowell be sold to satisfy her said judgments and recoveries, and to this end she prays that a Commissioner be appointed to ascertain and report all the liens against said land, the amounts, priorities and to whom due. In tender consideration, whereof and being remedless in the premises, saved by the Court of equity, she prays that the said T. C. McDowell, be made party, Defendant to this bill, and answer the same, but not on oath, that being waived. That on a hearing, that by the said deed executed by John McDowell and your complainant on the 17" day of Jan., 1895 to T. C. McDowell, be declared null and void and set aside on account of failure of consideration. And that Commissioners be appointed to assign to the said complainant her one-third dower interest in said tract of land including the Mansion House, and that she be restored to her old home.

If mistaken in the relief here prayed for, she asks that all liens against said lands be ascertained and a decree be rendered to sell said land for her said judgments, for her support and maintainance and she prays for all other and general relief or to her case may be requisite and to equity seem meet.

W. A. Ely, p.q.

Ealy

S. S. McDowell

vs } Bill in Chancery

T. G. McDowell

1908 2nd Apr. Rules -
Bill filed, Spa. ex-
cuted & D.N.
" 1st May Rules
D.N. Confd. & cause
set for hearing.

Costs:

Clerk	$4.86
Atty	15.00
Sheff.	.50
	$20.36
Out	1.50
	$21.86
	7.37
	$29.23

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

The demurrer and answer of T. C. McDowell to a bill filed in this Honorable Court against him by S. S. McDowell. For demurrer thereto this respondent says that the said bill is not sufficient in law for ~~him~~ to be called upon to answer, but should any other or further answer be necessary, answering he says. That it is true that the plaintiff obtained, in this Honorable Court, the decree and the judgment in her bill mentioned, and that the same became liens upon the lands conveyed to this respondent by the said S. S. McDowell and her husband John McDowell, in the bill mentioned. But it is not true that this respondent has failed and refused to support and maintain the plaintiff, his mother, as provided for in said deed, and on account of which said decree was rendered, and that the consideration in said deed has on that account failed, nor has he failed to pay said judgment; and he denies that the plaintiff has any right to have the said deed set aside and declared null and void as to the said John McDowell, or herself or either of them, or to have dower ~~conveyed~~ assigned to her in said land. Upon the contrary this respondent avers that he has complied with the requirements of the said decree, and that he has paid the amount decreed against him, and also the amount of the judgment in the bill mentioned, which compliance and payments have been by numerous installments, thereby rendering the matter of ascertaining exactly what has been paid rather difficult, and as the plaintiff prays in her bill for a commissioner to ascertain and report on the liens against said lands and their amounts, priorities and to whom due. Your respondent has no objection to the appointment of said commissioner, and desires that he be directed to ascertain and report what amount has been paid by respondent on said decree and judgment, and report any other matter that is deemed pertinent. And your respondent will ever pray &c.

James W Orr for Deft.

J. C. McDaniell.
adds Ans
S. C. McDaniell.

S. S. McDowell, Plaintiff,

against

T. C. McDowell, Defendent,

This cause came on to be heard upon the papers formally read in cause and was argued by counsel.

On consideration of which and from statements made by counsel that all matters in this suit have been settled in full by the parties. It is adjudged, ordered and decreed that said bill be dismissed and that the Plaintiff release all claims against the defendent including the right to dower and claim of support and maintenance, and nothing remaining to be done, this case is stricken from the docket.

S. S. McDowell.
vs. } } Decree Final
T. C. McDowell

Entered in C.O.B.
#8, page 416

Enter this

J. H. W. Sleen

Dec. 9th 1908

S. S. McDowell, Plaintiff.

vs. In Chancery

T C. McDowell, Defendant.

This cause came on to be heard upon the bill of the plaintiff, the demurrer and answer of the defendant and replications thereto, and was argued by counsel.

Onnconsideration thereof, it is adjudged, ordered and decreed that Geo. P. Cridlin, who is appointed a commissioner for the purpose / do take an account in this cause and report to this court the judgments or other liens upon the lands in the bill mentioned, and their amounts priorities and to whom due; and especially of the payments that have been made by the defendant on the decree and judgment in the bill mentioned in favor of the plaintiff and what balance, if any, remains unpaid on said decree and judgment. He will report any other matter deem pertement or required by the parties, and give due notice to the parties of his sitting. And the cause is continued.

S. S. McDaniell

vs } Decree

T. C. McDaniell

Entered in C.B.
#8, page 387.

Enter this decree
H. A. W Skeen
Sept 8th 1908.

THIS DEED made this the 17 day of January 1895 by and between John McDowell and wife Susanah of the of the first part and T. C. McDowell of the second part both parties being of the County of Lee and State of Virginia, WITNESSETH, that the said John McDowell and wife Susanah of the first part doth bargain and sell unto the T. C. McDowell of the second part a certain tract or parcel of land known as the lands sold by Charles T. Duncan Commissioner in a Chancery Cause of John A. Long against the heirs and creditors of James L. Long and others containing one hundred and fifty seven acres be the same more or less to have and to hold with all its apper-taintes for the sume of twenty five hundred dollars in hand paid Bounded as fowles to-wit: Beginning at a seeder stump corner to a fifty acar dower track thence with a line thereof N 54 E 142 poles to a Water oake and post oake and thence corner of said dower track thence with another line of said dower tract S 36 E 57 pooles to a chinkepin oake and water oake on the south side of a sinke hole and other corner of said dower track thence leaving the said dower track N 63 E 68 poles to Powels river thence up with said river with its meanders N 88 1/2 E 110 poles N 22 1/2 E 65 poles N 13 E 40 poles and 7 W 92 poles to the nouth of Trading Creeke and up said Creek with its meanders West 63 poles to a point in said Creek where the line of the 198 acor dower tract strikes the Creeke and thence with a line of said last mentioned dower track S. 72 W to the road with the Road S. E. to a corner of Jones and McDowell Corner neare the garden thence S. with Jones and McDowell line fence thence westerly 210 poles to the Beginning to have and the said track of land here is mentioned and the said John McDowell & wife Susanah warrants generally the title to the said land But the said John McDowell and wife is to have their support from the said land during there natcheral life time and the said T. C. McDowell is to cultivate the said land and provide for the support of the said John McDowell and wife and Liza McDowell as long as she stase with them during there life time and if the said T. C. McDowell should fail to cultivate the said land and provide for the support then the said John McDowell shall have the right to rent the land for the support of himself and wife during

there life time and Liza McDowell as long as she stase with them.

Whereunto we set our hand and seal this 17 day of January, 1895.

John McDowell (Seal.)
her
Susanah X McDowell (Seal.)
mark

State of Virginia, County of Lee to-wit:

I, C. C. Blankenship, a Justice of the Peace for the County aforesaid in the State of Virginia do certify that John McDowell and Susanah McDowell whose names is signed to the within writing bearing date on the 17 day of January 1895, have acknowledged the same before me in my County aforesaid.

Given under my hand this 17 day of Jan. 1895.

C. C. Blankenship, J. P.

Virginia, Lee County, to-wit:

In the office of the Clerk of said County the 28th May, 1895, this deed was presented and together with the ceritifcate thereto annexed, admitted to record.

Teste: S. V. F. Richmond Clerk.

A copy teste: H. C. F. Ewing Clerk.

John McDowell & wife

Soll Deed

J. C. McDowell

copy

"Exhibit A"

Clerk:.60

Susan McDowell ---------- Plaintiff.

vs. In Chancery.

T. C. McDowell ---------- Defendant.

This cause came on this day to be heard upon the bill of the Complainant and exhibits therewith, the answer of the Defendant, the depositions of witnesses, and an agreement between the parties, dated on the 17" day of April, 1905, and filed in said cause, and was argued by counsel.

On consideration of which, and pursuant to said agreement it is adjudged, ordered and decreed that the plaintiff recover of the Defendant the sum of $150.00, which is for the benefit of M. G. Ely, Geo. P. Cridlin and C. T. Duncan, attorneys for the Plaintiff; and it is further adjudged, ordered and decreed that the said Plaintiff recover of the said Defendant the sum of $75.00, each year, during her natural life, beginning with the 1" day of January, 1906, said sum to be paid in quarterly installments, each year, for which said sum of $150.00, first above mentioned, execution may issue, and on said latter recoveries, execution may issue on the request of the Plaintiff at the end of each quarter. It is further adjudged, ordered and decreed that each of the above mentioned recoveries constitute a vendor's lien on said land under and pursuant to the deed of John McDowell and wife to T. C. McDowell, dated January 17", 1895, on the lands described in said deed.

It is further adjudged, ordered and decreed that each party to said cause pay his and her own respective costs incurred therein and this cause is striken from the docket.

Susanna McDowell

vs. In Chancery.

T. C. McDowell,

Whereas, the said Susanna McDowell has now pending in the Circuit Court of Lee County, an action at law of debt to which the said T. C. McDowell has filed certain pleadings, and the said Susanna McDowell has also pending her suit in Chancery against the said T. C. McDowell, and it being desirous to settle and adjust both of said suits without further litigation, it is hereby agreed that the said T. C. McDowell shall withdraw his defense in the action at law and judgment is to go thereon. Which judgment is to be paid in the following manner, to-wit: $75.00 on or before the first day of November, 1905, and the residue of said judgment to be divided into three annual payments, the first payment to become due the 1" day of July, 1906, and the others annually thereafter, and said chancery cause is to be settled as follows: A decree to go for the sum of $150.00 and for the sum of $75.00 each year beginning on the first day of January, 1906, and continuing during the life-time of Susanna McDowell, and to be paid quarterly thereafter. And it is further agreed that should the said Susanna McDowell elect to live with the said T. C. McDowell, and should it be agreeable to him for her to do so, the sai d $75.00 yearly allowance may be paid by him in her support and maintainance at his home. It is further agreed that a decree shall go down in said Chancery cause carrying out this agreement. Said recoveries to constitute a lien upon the said land, and each party is to pay her own and his own costs in said Chancery suit.

This the 17" day of April, 1905.

_____)

_____) for Plff.

_____)

_____)for Deft.

To the Honorable H. A. W. Skeen, Judge of the Circuit Court of Lee County, Virginia:

Humbly complaining your Oratrix, Susan S. McDowell, a citizen of this County, would respectfully show unto your Honor that she is the widow of the late John McDowell, formerly a citizen of this County; that the said John McDowell, prior to the 17" day of January, 1895, was the owner of a valuable tract of land situated in Lee County, Virginia, in the White Shoals neighborhood; that on that day that said John McDowell made and executed a deed by which he conveyed said tract of land to his son, T. C. McDowell, in which deed your Oratrix joined; that the consideration mentioned in said deed is $3500.00 the receipt of which is acknowledged, but your Oratrix will show that this recital of consideration and its payment were merely formal, that in fact and in truth no monetary consideration at all passed, or induced said conveyance, but the purpose of this deed was to make provision for the support of himself, the said John McDowell, who was then in very infirm health and not expected to live for muchalonger period of time, and to make provision for your Oratrix and her said husband, who was then likewise in very poor health, so long as she lived or staid with them. The language of the deed in that respect is(without the bad spelling) as follows:

Something Left out

"But the said John McDowell and wife are to have their support from the said land during their natural life-time and the said T, C. Mcdowell is to cultivate said land and provide for the support of the said John McDowell and wife, and Lizzie McDowell as long as she stays with them, during their lifetime, and if the said T. C. McDowell should fail to cultivate the said land and provide for their support, then the said John McDowell shall have the right to rent the land for the support of himself and wife during their life-time, and Lizzie McDowell as long as she stays with them."

All of which will more fully and at large appear by reference to sand deed, a certified copy of which is filed herewith as part hereof, marked "Exhibit A".

Your Oratrix will now further show your Honor that the said John McDowell died very shortly after the execution and delivery of said deed, said death occurring between the said 17" day of January, and the 4" day of March, 1895; and that the said Lizzie McDowell died shortly thereafter.

Your Oratrix will now show your Honor that notwithstanding the valuable gift made by the said deed to the said T. C. McDowell, and notwithstanding the fact of the careful provision for her support and maintainance provided for in and by said deed, her said son, the said T. C. McDowell has utterly failed to provide for and support your Oratrix. After the death of the said John McDowell the said T. C. McDowell, who was then a single men, lived with your Oratrix, but instead of supporting her, she practically supported him, and during that time she was possessed of valuable personal property, money &c. amounting to something like $500.00 all of which the said T. C. McDowell managed to get into his hands and dispaos of, and the only thing she has to show for the same is the said T. C. McDowell', note, which he has refused to pay and she has been compelled to bring suit thereon, which suit is now pending in the Circuit Court of Lee County, on the law side thereof. After thus acquiring her property, as aforesaid, the said T. C. McDowell left your Oratrix to shift for herself in her old age and remained away some two or three years, not contributing one cent towards her support and maintainance. Recently the said T. C. McDowell has returned to said farm, taking possession thereof and has turned your Oratrix out of a home without any provision at all made for her support and maintainance.

Your Oratrix is advised that she is entitled to a comfortable support and maintainance from said land. She is likewise advised that she is entitled to recover from the said T. C. McDowell the reasonable value and cost of her support and maintainance from the several years which he has failed to support her. This failure has lasted already for five years or more, and she alleges a reasonable support and maintainance in accordance with her age and condition in life, would lot be less than $200.00, and she asks that she be given judgment for the sum of $1000.00 at the least, for the years which he has failed to support and maintain her and that said sum be decreed to be a lien upon said land; and she is further advised that she has a right to her future support and maintainance and she asks that

the same be made a charge on said land annually, and that said land be placed in the hands of a Receiver or Trustee and that he be vested with the same right to rent said land for support of himself and your Oratrix in the event that said T. C. McDowell failed and refused to support and maintain them.

Your Oratrix will now show your Honor that she is ___ years old, infirm in health, broken and disturbed in mind and spirit, and that she is unable to support herself and has no person upon whom she can call for that support and maintainance which is necessary to her age, condition and station in life, except to call upon him, who by the patrimony he has received is legally and morally chargeable therewith, and which has been so woefully denied her by her said son; and being without adequate remedy at law your Oratrix prays your Honor's Court of Chancery to take cognizance of her cause and grant her the relief to which she is entitled and to this end she makes the said T. C. McDowell the party defendant to this bill and prays that he be required to answer the same but not on oath, answer under oath being expressly waived, and upon a final hearing she prays that the said T. C. McDowell be compelled to pay her the sum which he is due her for her support and maintainance which he had obligated himself by the acceptance of said deed to furnish her; that the said amount thus due and oweing to her be duly ascertained; that a Commissioner be appointed for the purpose of ascertaining it; that her future support and maintainance be decreed a charge upon said land, and that, if necessary, the amount to be furnished to her each year shall be ascertained, and that said land be decreed to be sold, or rented, as the Court thinks proper to secure the same to her; and if in anywise mistaken in her special prayer than she prays for full and complete general relief.

And as in duty bound she will ever pray &c.

_____)
_____ :- p. q.
_____)

"A"

Bill. Decree &c.

To the Honorable H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

The demurrer and answer of T. C. McDowell to a bill filed in this honorable Court against him by Susan McDowell. For demurrer thereto respondent says that the said bill is not sufficient in law for him to be called upon to answer and he demurs thereto, and not waiving said demurrer, but insisting thereon, should any other or further answer be necessary, answering he says: That it is true that John McDowell and Susan McDowell, his wife, on the 17" day of January, 1895, executed and delivered to respondent the deed, a copy of which is exhibited with plaintiff's bill, by which they conveyed to respondent the tract of land mantioned and described in said deed, and upon the terms and conditions specified therein, and that your respondent went into possession of said tract of land under the said deed. It is likewise true that the intention of the said deed, and the consideration moving the execution of the same, was the support and maintainance of the said John McDowell and Susan McDowell during their natural lives, and Lizzie McDowell, the sister of the respondent, as long as she might stay with them, and it is likewise true that the said John McDowell and Lizzie McDowell, soon after the execution of said deed, each departed this life. It is not true, however, that the support of the plaintiff was in terms made a change upon said land by the said deed. It is true, however, that her support and maintainance was one of the considerations in the said deed when executed; and it is not true that this respondent has failed to provide for the support of his said mother; and it is not true that while she lived with him that he failed to support her and that she practically supported him; and it is not true that this respondent converted valuable personal property, money, &c, belonging to said plaintiff, to his own use to the amount of $500.00, or any other sum without properly accounting to her therefor. It is true that respondent became indebted to the said plaintiff, or was influenced by her to execute to her the note—

on which a suit is now pending at law, but it is not true that he ever received a valuable consideration for said note; and it is not true that this respondent has recently returned to said farm and took possession thereof, and turned the plaintiff out of a home without any provision at all for her support and maintainance. Upon the other hand, it is true, that this respondent supported and maintained and took care of his said mother as long as she would remain upon the farm where he could support and take care of her, but from some cause or other she became dissatisfied, and as your respondend alleges and believs, was pursuaded and influenced by others to leave the farm and make her home at another place; and this respondent avers that under the deed before referred to, the support and maintainance, therein provided for, was to be had and furnished on the farm and premises in said deed, conveying said land, mentioned, and this your respondent has always been ready and willing to do, and he is now ready and willing to comply with the terms of the said deed, whenever the plaintiff will return to and remain on said farm. And your respondent denies that he is indebted to the plaintiff in the sum of $1000.00 or any other sum for her support and maintainance, because, as before stated, he says that he did support and maintain her as long as she would remain on the farm and permit him to do so, and her removal therefrom and her making her home with J. E. McDowell was voluntary upon her part and entirely unnecessary, unless she saw fit to abandon and disregard the provisions in said deed and make her home elsewhere, and look for her support and maintainance to a source other than your respondent; and he denies her right to have any sum decreed in this cause in her favor for her past support and maintainance, and the same made a lien upon said land, and he likewise denies her right to have a receiver or Trustee appointed to take charge of said land and rent the same for her support and maintainance, as he is perfectly willing to support and maintain his said mother at any time when she will return and remain on the farm. He further denies her right to have her future support and maintainance made a charge upon said land unless she would return and live upon the farm

as was contemplated by said deed; and he likewise denies her right to have the said land sold or rented for her support and maintainance either past or in future. And now having fully answered, he prays to be hence dismissed with his reasonable costs.

_____ _____)for deft.

"B"

Virginia,

At a Circuit Court continued and held for Lee County, at the Court-house thereof, on Wednesday the 17. day of May 1905.

S. S. McDowell Plaintiff

Vs) Ind Debt.

T. C. McDowell Defendant.

This day came the parties by their attorneys, and by agreement the defendant withdrew his pleas heretofore filed in the case, and by like agreement admitted a judgment against himself himself for $300.00 with interest from the 18th day of February, 1901 till paid which said sum is to be paid as follows, to-wit: $75.00 with its interest on the first day of November, 1905, one-third of the residue, with its interest, July the 1st, 1906, another one-third with its interest, July the 1st, 1907, another one-third, with its interest, July 1st 1908; and for all of said sums execution may issue as soon as they become payable. And it is further considered by the Court that the plaintiff recover any additional cost which have accrued since judgment was given in said case at a previous term of this Court.

Plff't. Cost:

Clerk,	$7.04
Shff',	2.30
Att..	2.50
Wits.	1.00
Tax,	1.00
Com.	.75
	$16.15

Plffs. Costs:

Clerk,	$1.05,
Shff.,	3.60
Wit.,	.50
	$5.15

A copy,

Teste: W. C. P. Ewing, Clerk.

Judgt.

Fee 0259

" 2 "

Name of Attorney.	In what court or before what Justice judgment was obtained.	Names of Parties.	Residence.	Amount of Judgment.	From what date interest begins.	Costs.	Credits to which Judgment is subjected, if any, and the date.	When Docketed.
W.S. Ely	Lee Circuit Court.	S.S. McDowell vs P.C. McDowell		$3900	Feb. 15 1908	25¢		June 21, 1905

VIRGINIA--In Lee County Court Clerk's Office:

I, H. C. T. EWING, Clerk of said Court, do certify that the foregoing is a true copy of a Judgment in favor of S.S. McDowell against P.C. McDowell as appears of record on Judgment Lien Docket No. 4 page 85 of Lee County Court, and that the same is properly indexed in the name of P.C. McDowell, said defendant.

Given under my hand this the 20" day of April, 1908

Teste:

H.C.T. Ewing Clerk.

EVERETT WADDEY CO., PRINTERS, RICHMOND, VA.

Clerk 25¢

In the Circuit Court of Lee County,

Lee County to-wit:

S. S. McDowell, assignee of J. E. McDowell, plaintiff, complains of T. C. McDowell, defendant, of a plea that he rendered to the said plaintiff the sum of $87.08 with legal interest thereon, from the 21" day of Feb., 1903, which to the said plaintiff he owes and from him unjustly retains.

And thereupon the plaintiff saith that heretofore to-wit on the 20" day of Feb., 1903 the said T. C. McDowell by his certain writing obligatory, sealed with his seal and hath to the Court shown, the date whereof, is the day and year last aforesaid, promised to pay to the said J. E. McDowell one day after the date thereof and waiving the homestead, the sum of $87.08 with interest thereon, one day after the date thereof.

And the plaintiff saith after the making of the said writing obligatory, to-wit: on the _____ day of _____, the said J. E. McDowell made an indorsement on the said writing obligatory and subscribed his name thereto and thereby assigned the said writing obligatory to the said plaintiff, whereof the said T. C. McDowell then and there had notice.

And the plaintiff avers that although the said writing obligatory has long since become payable, the said T. C. McDowell hath not as yet paid or caused to be paid the said sum of $87.08, with all interest thereon as aforesaid. Or any part thereof, either to the said J. E. McDowell before notice of his said assignment to her; but to pay the same and every part thereof, hath hitherto wholly refused and still doth refuse to the damage of the said plaintiff $87.08, and therefore she brings her suit etc.

W. H. Ely p. q.

S. S. McDowell —
vs } Declaration in debt.
J. G. McDowell

1908 2nd Apr. Rules
Decln filed. Sum.
executed & C.D.
" 1st May Rules
C.D. Confd. & cause
set for hearing.

Costs:

Clerk	$3.37
Sh'ff	.50
Atty	2.50
	$6.37
Tax	1.00
	7.37

S. S. McDaniell Plaintiff } In Debt.

vs

L. C. McDaniell Defendant }

This day came the parties by their attorneys and thereupon the defendant filed payment & offsets to which the plaintiff replied generally and issue was joined thereon, but the cause is continued.

S. S. McDowell
vs Order
F. C. McDowell

Entered in C. F.
O. B. No 7, p 81.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

WE COMMAND YOU to summon J. C. McDowell

to appear at the Clerk's office of our Circuit Court of the County of Lee, at the Court-house thereof, at the Rules to be holden for said Court, on the 3rd Monday in April, 1908, to answer S. S. McDowell, Assignee of J. E. McDowell of a plea of

Debt for $87.08

Damage $87.08 ~~Dollars~~. And have then there this writ.

Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 23rd day of March, 1908, and in the 132nd year of the Commonwealth.

A Copy—Teste.

_____ Clerk.

H. C. T. Ewing Clerk.

S. S. McDowell
assignee of &c.

VS { SUMMONS IN ACTION OF
Debt

T. C. McDowell

M. G. Ely p. q.

2nd April Rules

Lee Circuit Court
1908.

Executed by
Delivering a true
copy of the with in
to T. C. McDowells
wife"

April 9/08

C. E. Garrett, D.S.
For W. J. Tucker
S. L. C.

$87 08 One day after date I bind myself to pay J. E. McDowell Eighty seven and 08/100 Dollars for value received and I waive my right to the homestead exemption law as to this obligation witness my hand and seal this 20 Feby 1902

J. E. McDowell Seal

Or the with In
By Cash $15 00/100
This [illegible] Ch 31st 1902

I assign the [illegible]
[illegible] to Mrs S. S. McDonald
J. S. McDonald

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon T. C. McDowell

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 3rd Monday in April 1908, to answer a bill in chancery exhibited against him in our said Court by S. L. McDowell

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 23rd day of March, 1908, and 132, year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

S. S. McDowell,

VS { SUBPŒNA IN CHANCERY

T. C. McDowell,

M. G. Ely p. q.

To 2nd April Rules

Lee Circuit Court

1908.

Executed by delivering a true copy of the within to T. C. McDowell wife

April 9/08

C. E. Garrett, D.S.

For W. Y. Tucker

S. L. C.